

Form PTO-1594 (rev 06/04)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U. S. Department of Commerce Patent and Trademark Office	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:					
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <b>Covanta Energy Corporation (f/k/a Ogden Corporation)</b> 40 Lane Road Fairfield, New Jersey 07004  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other _____ Citizenship <u>Delaware</u> Execution Date(s) <u>June 24, 2005</u>  Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			<b>2. Name and Address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Goldman Sachs Credit Partners, L.P.</u> Internal Address: _____ Street Address: <u>85 Broad Street</u> _____ City: <u>New York</u> State: <u>New York</u> Country: <u>USA</u> Zip: <u>10004</u>  <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____  <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>Bermuda Limited Partnership</u> Citizenship _____  If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input checked="" type="checkbox"/> Other <u>First Lien Trademark Security Agreement</u>			<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No(s). <u>76133621      76557930</u>  B. Trademark Registration No(s).  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Elaine D. Ziff, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2656 Fax: (917) 777-2656 EZiff@skadden.com			<b>6. Total number of applications and registrations involved:</b> <u>2</u>  <b>7. Total fee (37 CFR 1.21(h) and 3.41) \$60</b>  <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 180000/22)  <b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Philip H. Bartels</u>		
<b>9. Signature.</b> <u>Elaine D Ziff</u> <div style="text-align: center;">             _____              Signature              Elaine Ziff              _____              Name of Person Signing           </div>			September 21, 2005 <div style="text-align: center;">             _____              Date           </div> <div style="text-align: right; margin-top: 10px;">             Total number of pages including cover sheet, and documents: <span style="border: 1px solid black; padding: 2px 10px;">8</span> </div>		

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**CONTINUATION OF Item 1. Names of Additional Conveying Parties**

**DSS Environmental, Inc.**  
40 Lane Road  
Fairfield, New Jersey 07004  
(New York Corporation)

## FIRST LIEN

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 24, 2005 (as amended, restated or otherwise modified, the "First Lien Trademark Security Agreement"), among COVANTA ENERGY CORPORATION (formerly known as Ogden Corporation), a Delaware corporation, located at 40 Lane Road, Fairfield, New Jersey 07004 and DSS ENVIRONMENTAL INC., a New York corporation, located at 40 Lane Road, Fairfield, New Jersey 07004 (collectively, "Grantors") and GOLDMAN SACHS CREDIT PARTNERS L.P. a Bermuda limited partnership, located at 85 Broad Street, New York, New York 10004, as collateral agent for the Secured Parties (together with successors and assigns in such capacity as Collateral Agent, the "Collateral Agent").

#### WITNESSETH:

WHEREAS, Grantors are party to a First Lien Pledge and Security Agreement dated as of June 24, 2005 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent, a security interest in and continuing lien on in all of such Grantor's right, title and interest in, to and under the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any

of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, and, if not otherwise included in the definition of "Proceeds" herein, all licenses, royalties, income, payments, claims, damages, and proceeds of suit; and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time).

Notwithstanding anything herein to the contrary, in no event shall the Collateral or the security interest granted under Section 2.1 hereof attach to (a) any lease, license contract, property rights or agreement, and any assets subject to any thereof, to which any Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Collateral shall include and such security interest shall attach immediately at such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above; or (b) any application to register Trademarks in the United States Patent and Trademark Office (the "PTO") based upon Grantor's "intent to use" such Trademark (but if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. §1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the PTO at which point such Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

**SECTION 4. Applicable Law.** This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in one or more separate counterparts, each of which when so executed and

delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Country (State)</b>	<b>Mark</b>	<b>Reg. Number (Serial No.)</b>	<b>Reg. Date (Filing Date)</b>
United States	COVANTA ENERGY	(76/133621)	(9/22/2000)
(New York)	DUALSAND Water Filtration Systems	R28659	6/13/1997
United States	DUALSAND	(76/557930)	(11/5/2003)
Hong Kong	COVANTA ENERGY	08885	9/22/2000
Hong Kong	COVANTA ENERGY	08886	9/22/2000
Hong Kong	COVANTA ENERGY	08887	9/22/2000
Hong Kong	COVANTA ENERGY	08888	9/22/2000
Hong Kong	COVANTA ENERGY	08889	9/22/2000

**TRADEMARK LICENSES**

None.


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COVANTA ENERGY CORPORATION

DSS ENVIRONMENTAL, INC.

COVANTA ENERGY GROUP, INC.

COVANTA ENERGY INTERNATIONAL, INC.

By:   
Name: Anthony J. Orlando  
Title: President and Chief Executive Officer

Accepted and Agreed:

**GOLDMAN SACHS CREDIT PARTNERS, L.P.**  
as Collateral Agent

By: WW Arden  
Authorized Signatory